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Collective Bargaining Agreements

10-1-1973

New York-Bronx Retail Meat and Food Dealers, Inc. & Greater New York Food Employers Labor Relations Council & Other employers and Butchers, Food Handlers and Allied Workers Union, Amalgamated Meat Cutters and Butcher Workmen of North America, AFL-CIO, Local 174 (1973)

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New York-Bronx Retail Meat and Food Dealers, Inc. & Greater New York Food Employers Labor Relations Council & Other employers and Butchers, Food Handlers and Allied Workers Union, Amalgamated Meat Cutters and Butcher Workmen of North America, AFL-CIO, Local 174 (1973)

Location

NY; NJ

Effective Date

10-1-1973

Expiration Date

9-30-1975

Employer

New York-Bronx Retail Meat & Food Dealers, Inc.; Greater New York Food Employers Labor Relations Council; Other employers

Union

Butchers, Food Handlers and Allied Workers Union

Union Local

174

NAICS

44

Sector

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First
COLLECTIVE AGREEMENT

OCT. 1, 1973 to SEPT. 30, 1975

*expired
and*

FEB 04 1976

**BUTCHERS, FOOD HANDLERS
AND ALLIED WORKERS UNION
OF GREATER NEW YORK
AND NEW JERSEY
LOCAL 174**

UNION OFFICE

120 East 16th Street
New York, N. Y. 10003
Tel. 533-8800

I N D E X

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THIS AGREEMENT made and entered into as of the 1st day of October, 1973, by and between the BUTCHERS, FOOD HANDLERS and ALLIED WORKERS UNION of GREATER NEW YORK and NEW JERSEY, LOCAL 174, chartered by the Amalgamated Meat Cutters and Butcher Workmen of North America, affiliated with the AFL-CIO, having its principal office at 120 East 16th Street, New York, New York, (hereinafter referred to as the "UNION"), and

.....
Name of Employer

.....
Address

.....
Borough, City

(hereinafter referred to as the "Employer").

W I T N E S S E T H :

WHEREAS, this collective bargaining agreement has been negotiated on a multi-employer unit basis by and between representatives of the Union and representatives of the New York-Bronx Retail Meat & Food Dealers, Inc., Greater New York Food Employers Labor Relations Council, and other employers, hereinafter collectively called "EMPLOYERS" and individually referred to as "EMPLOYER", and

WHEREAS, it is the intent and purpose of the parties hereto to promote and improve the industrial and economic relations of the workers and the retail food industry and to establish a basic understanding with reference to rates of pay, hours of work, and other conditions of employment, and to provide methods for an equitable and peaceful adjustment of all disputes which may arise between the parties hereto,

NOW, THEREFORE, the parties mutually agree as follows:

ARTICLE 1.

UNION RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining representative for the employees of the Employer covered by

the jurisdiction of the Union as determined by the Union with reference to the rates of pay and hours of work and any and all other conditions of employment. The parties further agree that the jurisdiction of the Union includes, but is not limited to, the handling of poultry, fish, and all meats such as lamb, pork, veal, beef, provisions, cold cuts, and delicatessen.

ARTICLE 2.

UNION SHOP

E9-10
01 (a) It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing and those who are not members on the effective date of this Agreement shall, on or after the thirtieth (30th) day following the effective date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on or after the thirtieth (30th) day following the beginning of such employment, become and remain members in good standing in the Union.

E11
4 The Employer, upon the written request of the Union, shall discharge any employee who shall fail to tender the periodic dues and initiation fees required as a condition of acquiring or retaining membership.

The Employer agrees to deduct from the wages of each employee, members of the Union, each month, Union membership dues (which shall be deemed to include periodic dues, initiation fees and assessments), in such amounts as shall be fixed pursuant to the Constitution of the Union during the full term of this Agreement and any extension or renewal thereof.

The total amount so deducted each month shall be remitted to the Union or its designee within forty-eight (48) hours thereafter.

All deductions shall be made hereunder as permitted by law.

Sums so deducted by the Employer shall be kept separate and apart from the general funds of the Employer and shall be held in trust by such Employer for the benefits of the Union or its designee.

In the event of any change in the law during the term of this Agreement that will increase the Union security as provided herein, the Employer agrees that such law shall be applied to the parties hereto as if herein set forth.

NO DISCRIMINATION.

E19-23
1 (b) The Employer agrees that it will not interfere with, coerce or restrain employees because of membership or lawful activity in the Union, nor will it, by discrimination in respect to hire, tenure of employment or any term or condition of employment, attempt to discourage membership in the Union. It is further agreed by the Employer that it will not discriminate against any employee or against any new employee because of race, sex, color, creed or national origin.

ARTICLE 3.

EMPLOYMENT AND DISCHARGE OF EMPLOYEES

(a) When the Employer needs additional employees, he shall immediately notify the Union and the Union may recommend the employees desired that may be suitable to the Employer. In the event the Union is unable to or fails to recommend employees suitable to the Employer, the Employer shall have the right to seek employees elsewhere.

(b) Selection of employees for referral to jobs shall be in all events on a non-discriminatory basis, and shall not be based on, or in any way affected, by Union membership, by-laws, rules, regulations, constitutional provisions of the Union or its International Union or any other aspect or obligation of Union membership, policies or requirements.

(c) Nothing herein contained shall prevent any party hereto from recommending an applicant based on experience in the industry, qualifications, skill or Employer preference.

(d) The parties agree that the Employer may reject any job applicant referred by the Union.

E14
8 (e) Subject to subsection (f) of this Article 3, newly hired employees shall be required to work a probationary period of two (2) weeks except that newly hired employees who are new to the industry shall be required to work a probationary period of thirty (30) days. If an employee is retained beyond the two (2) weeks' probationary period his seniority shall begin as of the date of first hiring. During the probationary period, the employees shall enjoy all the benefits of this Agreement, except seniority rights and holidays, and during the said probationary period the Employer may discharge a probationary employee at any time and his right to do so shall not be questioned by the Union except if he is discharged for Union membership or for Union activity.

E14
3

(f) All employees hired by the Employer solely to work in new stores, and who were not transferred from other stores of the Employer, shall be deemed on probation for a period of not more than thirty (30) days.

(g) In the event of drunkenness on the job or dishonesty, the Employer shall have the right to dismiss the employee involved, provided before such dismissal the Employer shall forthwith notify the appropriate Business Agent, the Secretary-Treasurer of the Union or in his absence, the President thereof, of the action that the Employer desires to take.

H
17-78
14

(h) In the event the Employer intends to sell his store during the term of this Agreement or his store is closed during the term of this Agreement, the Employer shall prior to such sale or closing send a registered or certified letter to the Union, attention of the Secretary-Treasurer of the Union, notifying the Union of such sale or closing. The notice shall include the date when the store shall be sold or closed. Should the Employer close or sell his store without such two (2) weeks' prior notice, he shall be liable for two (2) weeks' pay to the employees, and accrued vacation pay. In the event the Employer is a corporation, the person signing this Agreement on behalf of the Employer shall be personally liable for the aforementioned two (2) weeks' pay and accrued vacation pay in the event the Employer fails to make such payment.

ARTICLE 4.

WAGES

(a) *General Wage Increase.*

*Meat Department Heads, Journeyman Butchers,
Ice Box Men and Apprentices*

(1) Effective as of October 1, 1973, the Employer shall pay to all meat department heads, journeyman butchers, ice box men and apprentices a wage increase of Sixteen (\$16.00) Dollars per week.

(2) Effective as of October 1, 1974, the Employer shall pay to all meat department heads, journeyman butchers, ice box men and apprentices a wage increase of Twenty (\$20.00) Dollars per week.

*Delicatessen Department Heads, Deli Clerks,
Fish Clerks and Meat Wrappers*

(3) Effective as of October 1, 1973, the Employer shall pay to all

delicatessen department heads, deli clerks, fish clerks and meat wrappers a wage increase of Ten (\$10.00) Dollars per week.

(4) Effective as of October 1, 1974, the Employer shall pay to all delicatessen department heads, deli clerks, fish clerks and meat wrappers a wage increase of Fourteen (\$14.00) Dollars per week.

(5) *Sunday Pay.*

(a) Any meat department head, journeyman butcher and apprentice shall receive as hereinafter set forth an additional sum if any such employee works on a Saturday immediately preceding a Sunday wherein the Employer's store in which such employee works is open for business:

Effective October 1, 1973.....Fifteen (\$15.00) Dollars

Effective October 1, 1974.....Twenty (\$20.00) Dollars

(b) Any meat wrapper shall receive as hereinafter set forth an additional sum if any such employee works on a Saturday immediately preceding a Sunday wherein the Employer's store in which such employee works is open for business:

Effective October 1, 1973

Twelve and one-half (\$12.50) Dollars

Effective October 1, 1974.....Fifteen (\$15.00) Dollars

(6) All part time meat wrappers and delicatessen clerks shall receive the following hourly wage increases:

Effective October 1, 1973

Twenty-Five Cents (\$0.25) per hour

Effective October 1, 1974

Thirty-Five Cents (\$0.35) per hour

Scale of Wages — Schedule A

(7) The wage rates payable by the Employer to the Employees covered by this Agreement shall be in accordance with the scale of wages that are set forth in Schedule A that is attached hereto and made part hereof as if herein set forth in full.

ARTICLE 5.

HOURS, DAYS OF LABOR

(a) The basic work week for all full time employees shall be

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F11-13
forty (40) hours per week, consisting of eight (8) hours per day, five (5) days per week. Unless otherwise agreed to in writing between the parties hereto, the hours of work of all full time employees shall be from 9:00 A.M. to 6:00 P.M. Hours of work during each day shall, with the exception of luncheon or supper periods, be continuous. The basic work week shall be scheduled Monday through Saturday.

The written schedule of hours for all employees shall be posted, in ink, in a conspicuous place not later than Friday noon for the following work week. Once posted, this schedule shall not be changed.

Notwithstanding any provision herein to the contrary, the meat department heads shall be guaranteed by the Employer two and one-half (2½) hours overtime each and every week to be worked on either Thursday or Friday night. Compensation for such overtime shall be paid as provided in the provisions dealing with overtime pay.

An employee injured while working on the job and therefore unable to finish the day's work shall be paid for a full day on the appropriate payroll day. At the request of the Employer, the injured employee shall provide, from a duly licensed physician who examined the injury, a certificate that the injured employee was not able to continue work for such day because of said injury.

(b) Each employee working eight (8) hours per day shall be entitled to a luncheon period of sixty (60) minutes and if he works beyond the normal supper hour, to a supper period, which period shall not be computed in such hours worked by the employee.

(c) *Rest Period.*

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Each employee shall receive a rest period of fifteen (15) minutes without any loss of pay for each four (4) hour work period. The time of the rest period(s) shall be counted as time worked.

(d) *Overtime Pay.*

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F15-16
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F21-23
(1) All hours worked by a full time employee in excess of eight (8) hours per day, forty (40) hours in a regular work week, thirty-six (36) hours in a "half-holiday" work week, thirty-two (32) hours in a "full holiday" work week, on the fifth (5th) day in a "full holiday" work week, the sixth (6th) day in a regular work week, and on a "half-holiday" for all hours worked after the first four (4) hours, shall be paid at the rate of time and one-half of such employee's regular hourly rate. Overtime shall be divided as equally as possible, among employees performing similar work.

(2) *Full Holidays and Half Holidays.*

F17-19
115

F24-26
115

F32
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115

431-33
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When an employee is requested by the Employer to work on any half holiday or full holiday, such employee shall receive double time his regular hourly rate of pay for hours worked in addition to his holiday pay.

(3) Overtime shall be paid on a daily or weekly basis, whichever is the greater, but shall not be pyramided.

ARTICLE 6. REPLACEMENT

(a) In the event a regular employee is absent from work for any reason whatsoever, he shall be replaced forthwith by the Employer with another employee until such time as the regular employee returns to work. Before returning to work, the regular employee shall give the Union and the Employer at least twenty-four (24) hours prior notice. The substitute employee shall be compensated at the daily rate as provided in this Agreement. The regular employee shall not be compensated for the days he was absent, except as herein otherwise provided.

(b) If the employment of any regular employee is terminated, the Employer shall employ forthwith a replacement, except as herein otherwise provided.

(c) The absence from work of an employee, as referred to hereinabove in subsections (a) and (b), shall be deemed notice by the Employer to the Union to send an employee to work for the Employer. If the Employer fails to or refuses to employ a replacement, he shall be liable to the employee so sent by the Union for wages for the period of such refusal. Such failure or refusal on the part of the Employer to employ a replacement shall be deemed, at the option of the Union, to be a lockout.

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(d) If through no fault of his own an employee does not work his schedule of hours, not to exceed eight (8) hours, after he has reported for, or commenced, work, he shall receive from the Employer pay for his schedule of hours, not to exceed eight (8) hours.

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(e) With reference to any Employer who employs at least eight (8) employees in one (1) or more stores, that Employer agrees that the total number of full time employees on the Employer's payroll at the expiration of this Agreement, including those on leave in the Military Service, shall be not less than the number of Union member-employees on the Employer's payroll as of October 1, 1973, plus the regular complement of Union member-employees employed by the

Employer during the sixty (60) day period following the opening of a new store by the Employer.

ARTICLE 7.

HOLIDAYS

9/28/88
(a) The following shall be observed as full holidays: LABOR DAY, NEW YEAR'S DAY, MEMORIAL DAY, FOURTH OF JULY, THANKSGIVING DAY, CHRISTMAS DAY, WASHINGTON'S BIRTHDAY, LINCOLN'S BIRTHDAY, ELECTION DAY (Presidential Election Year), or days regularly observed in lieu thereof, and PERSONAL HOLIDAY, as hereinafter set forth in subsection (c).

If any of such named holidays fall on Sunday, the following Monday shall be the celebrated holiday.

When Christmas Eve falls on a working day, fifty (50%) percent of the regular full-time employees shall be excused from work one hour prior to the end of the shift on Christmas Eve and the other fifty (50%) percent shall be excused from work one hour prior to the end of the shift on New Year's Day, all without loss of pay.

(b) The following shall be observed as a half holiday: ELECTION DAY (other than Presidential Election Year), COLUMBUS DAY and ARMISTICE DAY, or days regularly observed in lieu thereof.

(c) In every successive twelve-month period, commencing with October 1, 1973, a full time employee shall be entitled to a "Personal Holiday". "Personal Holiday" shall mean a full holiday and shall be the anniversary date of the employment of the employee by the Employer, except for any leap year anniversary date employee, the anniversary date shall be deemed March 1st.

(d) A full time employee shall receive eight (8) hours pay for each full holiday and four (4) hours pay for each half holiday, without being required to perform any work thereon and regardless of whether or not such holiday falls within such employee's work week.

(e) With reference to Columbus Day, Armistice Day and Election Day in a non-presidential year, the employees shall work for a period not exceeding four (4) continuous hours starting no sooner than 8:00 A.M. and ending no later than 1:00 P.M.

(f) Where a regular full time employee is replaced, as provided by Article 6, subsection (a), such replacement shall receive the holiday pay provided he has worked two (2) working weeks or more. Under

all other circumstances under which the replacement does not receive the holiday pay as herein provided, the regular full time employee shall receive the holiday pay.

(g) Any other regular employee who works at least three (3) days per week for the same Employer shall be entitled to receive holiday pay as herein provided whether or not said holiday falls on a day on which such employee is scheduled to work.

(h) Notwithstanding any contrary provision in this Agreement, no employee shall be requested by the Employer nor shall any employee work on any of the following holidays: NEW YEAR'S DAY, MEMORIAL DAY, FOURTH OF JULY, LABOR DAY, THANKSGIVING DAY, CHRISTMAS DAY, or days regularly observed in lieu thereof.

ARTICLE 8.

VACATIONS

634-35
10 (a) Each full-time employee in the employ of the Employer for a period of six (6) months but less than one (1) year shall be entitled to receive one (1) week's vacation with pay.

636-43
20 (b) Each full-time employee in the employ of the Employer for one (1) year but less than eight (8) years shall be entitled to receive two (2) weeks' vacation with pay.

644-47
30 (c) Each full-time employee in the employ of the Employer for eight (8) years but less than seventeen (17) years shall be entitled to receive three (3) weeks' vacation with pay, except, commencing January 1, 1974, the words "fifteen (15) years" shall replace "seventeen (17) years".

648-57
40 (d) Each full-time employee with seventeen (17) years or more of full-time employment with the Employer shall be entitled to receive four (4) weeks' vacation with pay, except, commencing January 1, 1974, the words "fifteen (15) years" shall replace "seventeen (17) years".

(e) Vacation pay shall be paid in advance on the pay day preceding the employee's vacation.

(f) Vacations shall be enjoyed in the summer vacation period which shall extend from June 1st through September 30th.

(g) The Employer shall notify the employees at least thirty (30) days before the start of the vacation period when each employee is to take his or her vacation.

(h) Should any of the holidays recognized by this Agreement be celebrated during a vacation period, the particular employee shall be entitled to an additional day of vacation with pay.

(i) Vacation pay shall be computed on the basis of the employee's regular straight time weekly earnings including one late night and regular premium pay, if any.

-16
(j) Each part-time employee regularly employed shall receive proportionate vacation with pay on the basis of the average number of hours per week such employee has been employed in the year involved.

(k) If the employment of any employee has been terminated for any reason whatsoever, including but not limited to voluntary termination, lay-off or discharge, at any time for any reason whatsoever then the employee shall be entitled to and shall receive immediately his vacation pay earned to that date. To be entitled to pro-rata vacation pay, an employee shall have worked at least six (6) months from the last day of the previous vacation period. An employee who is laid off or discharged and who is entitled to pro-rata vacation pay shall receive immediately his pro-rata vacation pay based on the following formula:

Weekly pay of employee multiplied by the number of weeks of vacation to which the employee would have been entitled as if the date of lay off or discharge was the start of his vacation period multiplied by the following fraction:

number of months worked since a previous vacation

12

(l) In the event the Employer sells his store or his store is closed, the parties hereto agree that the employees involved shall be entitled to their pro-rated vacation pay immediately upon the sale or the closing of such store.

(m) If an Employer shall request the employees to take their vacation starting in the month of June, he thereby shall waive his right to request any relief by means of layoff or discharge during the months of June, July, August and September.

(n) For the purpose of this Article, a week for any employee who has been working fairly regularly on the basis of six (6) days per week during the six (6) month period immediately preceding his vacation shall be defined as six (6) days.

(o) If an employee is removed from his job as a result of the action of the Notice Board of the Union or Arbitration in the months of May or June and if such employee has been employed for a period of at least twelve (12) months, then and in that event the Employer shall pay to the employee at the time of his termination one (1) week's pay plus his accrued vacation pay.

(p) Vacation rights earned as provided in this Agreement shall not be divested by reason of the death of a particular employee; in such a case payment will be made as soon as practicable to the executor or administrator of such employee or to other persons pursuant to the Estates, Powers and Trusts Law.

(q) A full time employee entitled to receive a vacation, as set forth in subdivisions (a), (b), (c) or (d) of this Article 8, shall be entitled to receive at the time he takes his vacation such vacation period with pay as if he had actually been employed through September 30th of the year involved, regardless of when his vacation shall actually commence.

ARTICLE 9.

SENIORITY

(a) Seniority for full time employees shall be continuous from the first day of hire within the bargaining unit.

05 E/6-17
(b) When a full time employee is rehired within the six (6) month period of lay-off, his seniority rights shall be restored on the first day of the month following his reemployment.

(c) Any full time employee's seniority shall be deemed terminated if he has been laid off and has failed to report for work when recalled from the lay-off within seven (7) days (unless excused for a longer period by the Employer) after the Employer has deposited in the United States Mail, postage prepaid, a registered letter directed to the Union and to such employee at his last known address as shown by the records of the Employer.

(d) When two (2) or more employees are hired on the same day in the same seniority area, the Employer will notify the Union of their seniority status.

(e) Any discharged employee who is reinstated through the grievance arbitration procedure of this Agreement shall have his seniority status made whole upon his return to work.

(f) The Union may elect or appoint one (1) Shop Steward for

each store from among the employees. The Employer shall be notified of the election or appointment of such Shop Stewards.

(g) There shall be no transfer of any Shop Steward without prior discussion with the Union. In the event that the Union disagrees, the issue shall be subject to the grievance procedure.

(h) In the event the Employer closes his store for a period of six (6) months or less, upon rehiring of the employees seniority shall continue as if the establishment had not closed.

ARTICLE 10.

A. *FOOD HANDLERS UNION WELFARE FUND LOCAL 400*

The Employer agrees to contribute monthly on or before the tenth (10th) day of each month to the Food Handlers' Union Welfare Fund Local 400, hereinafter referred to as the "Welfare Fund", for each of its full time employees as follows:

Effective October 1, 1973

Forty-Five (\$45.00) Dollars per month

Effective October 1, 1974

Fifty-One (\$51.00) Dollars per month

The Employer agrees to contribute monthly on or before the tenth (10th) day of each month to the Welfare Fund for each "extra" employee for each day worked by such employee the sum of Two (\$2.00) Dollars.

The Employer shall contribute the monthly payment for such full time employee if such employee has worked at any time during the calendar month.

The Welfare Fund, in the discretion of its Trustees, shall provide with the funds it receives Group Life, Hospitalization, Surgical, and Medical benefits, Doctor visits at home and office or other benefits, an Optical Plan, Prescription Plan and a Dental Plan, except pension benefits. These benefits may cover the employee, spouse, dependents, as the Trustees shall decide.

In addition to making the contributions, as hereinbefore required, the Employer will file such reports and information together with the aforementioned payments, as may be necessary for the proper administration of the Welfare Fund.

The said Welfare Fund shall be administered pursuant to the

terms of the Agreement and Declaration of Trust as presently provided and/or as may hereafter be amended from time to time.

The Employer shall make available to the Welfare Fund any and all pertinent records of the employer that the Welfare Fund may require in connection with the sound and efficient operation of the Welfare Fund.

The parties agree that the Welfare Fund may extend coverage to officials and employees of the Union herein and/or to retired members of the Union herein.

The Employer agrees to continue to make contributions to the Welfare Fund for not less than four (4) months on behalf of any employee of the Employer who shall be disabled, injured in an accident or suffering from an illness which prevents such employee from working.

B. FOOD HANDLERS UNION LOCAL 400 PENSION FUND

The Employer agrees to contribute monthly on or before the tenth (10th) day of each month to the Food Handlers Union Local 400 Pension Fund (hereinafter referred to as "Pension Fund") for each of its full time employees as follows:

Commencing October 1, 1973.....	Forty-Five (\$45.00) Dollars
Commencing October 1, 1974.....	Fifty-One (\$51.00) Dollars
Commencing October 1, 1975.....	Fifty-Seven (\$57.00) Dollars
Commencing October 1, 1976.....	Sixty-Three (\$63.00) Dollars

The agreement to contribute to the Pension Fund shall survive the expiration date of this Agreement, namely, September 30, 1975. In other words, the contribution of Sixty-Three (\$63.00) Dollars per month shall be made to the Pension Fund by the Employer notwithstanding the expiration date of this Agreement. If a new collective bargaining agreement is entered into by and between the parties after the aforementioned expiration date, such provision shall be incorporated therein unless otherwise agreed to. Such survival of the contribution provision shall in no way be construed so as to limit the negotiation of such improvements in pension benefits or additional contributions as the parties may agree upon subsequent to said September 30, 1975.

The Employer agrees to contribute monthly on or before the tenth (10th) day of each month to the Pension Fund for each of its "extra" employees for each day worked the sum of Three (\$3.00) Dollars.

The Employer shall file such reports and information together with such payments, as may be necessary for the proper administration of said Pension Fund.

It is further understood and agreed that the words "each day worked" shall be interpreted to mean all days on which straight time wages are paid pursuant to this Agreement, regardless of whether actual work is performed or not, such as holidays and vacations.

The Pension Fund is administered and shall continue to be administered pursuant to the terms of the Agreement and Declaration of Trust, as presently provided and/or as may be hereafter amended.

The Employer shall make available to the Pension Fund any and all pertinent records of the employees covered by the Pension Fund that may be required in connection with the operation of the Pension Fund and shall from time to time open its books and records containing wage and hour information to auditors to be designated by the Trustees of the Fund.

The parties agree that the Pension Fund may extend coverage to officials and employees of the Union herein.

The Employer agrees to continue to make contributions to the Pension Fund for not less than four (4) months on behalf of any employee of the Employer who is disabled, injured in an accident or suffering from an illness which prevents said employee from working.

C. *PROVISIONS THAT APPLY TO BOTH THE WELFARE AND PENSION FUNDS.*

Title to all monies paid into or due and owing to the Welfare Fund and Pension Fund shall be vested and remain exclusively in the Trustees of the appropriate fund, the parties hereto agreeing that such Trustees shall have the right in their sole discretion to take any action necessary to collect any contribution or monies due and owing to any one of the funds.

In the event the Union receives notice from one or more of the Trustees that the Employer has failed to transmit in full any sum due the Trustees for the Welfare or Pension Funds and that such failure has continued for five (5) days, the Union may direct its members to discontinue work for the Employer until all funds due from the Employer to the Welfare and/or Pension Funds have been transmitted in full. This action shall take place five (5) days after notice has been given to the Employer of this intent in writing by the Union. The Union may also require that the contribution to either or both Funds,

computed on a weekly basis, shall be made weekly until further written notice from the Union. The remedy provided for herein shall be in addition to all other remedies available to the Union and the Trustees and may be exercised by the Union or the Trustees, anything in this Agreement to the contrary notwithstanding.

In the event the Trustees of any fund shall incur any expenses in collecting monies due to the fund from a defaulting Employer it is hereby agreed that the Employer shall pay reasonable attorneys' and accountants' fees and all legal costs.

In the event of any official action hereafter occurring compelling the Employer or employees to pay or contribute on behalf of employees for the purpose of providing any Welfare or Pension benefits falling within the scope of those authorized to be purchased out of the contributions by the Employer, then and in such event on the request of either party hereto the provisions for contributions herein for Welfare or Pension benefits shall be discussed to consider an equitable adjustment; provided, however, that in the event of lack of agreement there shall be no right to arbitration. ✓ E62

ARTICLE 11.

JURY DUTY

- 620 The Employer shall grant each full time employee on jury duty the difference between the employee's regular straight time weekly earnings, including one late night and regular premium pay, if any, and the juror's fee paid to the employee. Where an employee on jury duty has served five (5) days during the week or four (4) days in a holiday week, he shall not be required to work on Saturday. When an employee is excused from jury duty he shall be obliged to return to the store for his normal day's work, whenever reasonably possible.

The Employer shall pay to the full time employee on his regular pay day each week his regular straight time weekly earnings, including one late night and regular premium pay, where applicable. The employee involved shall pay to the Employer, within a reasonable period after he receives it, his fee for attendance as a juror.

ARTICLE 12.

FUNERAL LEAVE

514-15 03 Full time employees shall be entitled to paid funeral leave not to exceed three (3) days for all work days lost from the day of the death through the day of the burial of a member of the immediate family, the employee's working day off not to be computed as part of funeral

leave. The immediate family is defined as the spouse, child, sister, brother, parent or spouse's parent.

ARTICLE 13.

PRIVILEGES

All privileges enjoyed by the employees and not specifically covered by this Agreement, shall continue as heretofore, and shall not be eliminated or modified by virtue of the execution of this Agreement. The rates of pay presently paid to employees shall not be reduced during the period of this Agreement.

It is understood and agreed that this Agreement shall not, in any way, alter, change or deprive any of the employees of conditions they are now enjoying or working under which are better than those specified in this Agreement, and shall continue to receive such better conditions during the life of this Agreement. Such conditions include and cover wages, hours, bonuses, vacations, conditions, privileges and such other benefits as any employee enjoyed prior to the signing of this Agreement.

The Employer shall provide for the employees employed by the Employer disability benefits as provided by the disability benefits laws of the State of New York. The Employer shall pay the full cost of such disability benefits without any contribution by any employee.

ARTICLE 14.

MEAT DEPARTMENT HEADS

(a) All Meat Department Heads are to be Members of the Union and shall enjoy the benefits of this Agreement.

(b) The following provisions shall apply to a Meat Department Head who has been promoted from journeyman butcher:

If he has been a Meat Department Head for less than two (2) months, and the Employer is not satisfied with him as a Meat Department Head, the Employee has the option to revert back to journeyman butcher.

If after two (2) months such employee has been a Meat Department Head and the Employer no longer desires him as a Meat Department Head, such employee shall have the option of reverting back to a journeyman butcher. If he exercises such option to revert back, his salary for the first two (2) weeks thereafter shall be that paid to him as a Meat Department Head.

Should such employee decide not to revert back to journeyman

butcher, the Employer shall pay to him upon his termination from employment, two (2) weeks Severance Pay, plus any other monies as herein provided.

In the event of the reverting back by such employee to a journeyman butcher, and the Employer has more journeyman butchers than he requires, then and in that event the Employer may lay off the journeyman butcher with the least amount of seniority in the store. If within five (5) months after such layoff the Employer requires additional journeymen butchers, the journeyman butcher so laid off shall be given preference in reemployment. The employees so reemployed shall not be deemed to have lost his continuity of employment.

(c) Meat Department Head Not Through Promotion.

Any Meat Department Head who was not promoted through the ranks shall be on a probationary period for two (2) months from the first date of employment, during which time the Employer may discharge him for any reason whatsoever except for Union activity. Before any discharge of a Meat Department Head, the Employer shall notify the Union of such intended discharge not less than five (5) working days nor more than ten (10) working days prior to said discharge. If and when the Meat Department Head is discharged, he shall receive from the Employer at the time of termination of employment, two (2) weeks Severance Pay plus any other monies as herein provided.

(d) Relief Pay.

If and when a Journeyman Butcher replaces a Meat Department Head for more than three (3) consecutive days, inclusive of his day off, such Journeyman Butcher shall be paid for the entire period of such replacement at the base wage of such Meat Department Head.

ARTICLE 15.

*SUCCESSORS, ASSIGNS, CONSOLIDATION, MERGER
SUBSIDIARIES, AFFILIATES AND NEW PARTNERS*

(a) This Agreement shall be binding upon the Employer herein and its successors and assigns and no provision herein shall be nullified or affected in any manner as a result of any consolidation, sale, transfer, assignment or any other disposition of the business of the Employer herein, or by any change to any other form of business organization, or by any change in the location of the Employer herein provided the Union decides it is within the Union's jurisdiction. The Employer agrees that it will not conclude any of the aforemen-

result of which this Agreement shall continue to be binding on the person or persons or any business organization continuing the business transactions unless an agreement has been entered into as a business or occupying any location of the Employers in a type of business whose employees fall within the Union jurisdiction. It is the intent of the parties that this Agreement shall remain in effect for the full term hereof, regardless of any change of any kind in management, location, form of business organization or ownership.

(b) Subsidiary and affiliated firms or corporations of the Employer herein shall, for the purpose of this Agreement, be deemed to be the Employer herein and bound by all the terms and conditions of this Agreement.

The arbitrator, provided for herein, shall have the right to determine whether an alleged subsidiary or affiliate of the Employer is such subsidiary or affiliate, and shall be guided by the proof tending to establish any mutuality or reciprocity of interests, or tending to establish a plan, scheme or device on the part of the Employer to avoid or evade the provisions of this Agreement by or through such subsidiary or affiliate.

(c) No Employer herein shall enter into partnership or consolidate or merge with another person, firm or concern unless and until written notice thereof is sent to the Union and proof is established to the Union's satisfaction that such proposed partnership, consolidation or merger is being made in good faith. The Employer will submit to the Union whatever evidence of good faith the Union should request. As one evidence of good faith, the new firm shall assume all accrued obligations to the employees of the constituent concerns and to the Welfare and Pension Funds. Upon the information of such a partnership, or upon consolidation or merger, such new firm shall give preference in employment to the employees of the absorbed firm over all other employees, except those then employed in the location which continues to be operated by the surviving firm.

E68 (d) No more than two partners or stockholders of a corporation shall do butcher work in a shop. W59
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Where partners or stockholders own, operate and control more than one (1) shop, they are prohibited and agree not to perform any butcher work except in a single shop the Employer selects at the time of the signing of this Agreement.

(e) No partner or stockholder shall displace or replace any employee. The number of employees employed in the shop shall not be reduced because of a partner or stockholder working in the shop.

The provisions of Article 6 shall prevail as if there were no working partner or stockholder and no partner or stockholder shall be a replacement for a regular employee.

(f) This Agreement is assignable and the rights herein shall pass to a successor or assignee of either of the parties hereto including any organization with which either party may be merged.

ARTICLE 16. *BULLETIN BOARDS*

The Union shall share existing store bulletin boards for the use of regular Union notices.

ARTICLE 17. *SAFETY*

The Employer shall make reasonable provisions for the health and safety of its employees in his establishment and to keep his establishment in such a condition so as to prevent any and all accidents.

Both parties will cooperate to the fullest extent to promote safety. To this end there shall be established and maintained a joint safety committee, composed of three (3) representatives to be appointed by the Union and three (3) representatives to be appointed by the Employers. The purpose of said committee is to discuss jointly safety problems for the mutual benefit of the Employers and their Union member-employees. ✓ H42

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ARTICLE 18. *DISPLAY OF UNION SIGN*

The Employer agrees to display the Union Sign in the window of his establishment. The Union reserves the right to withdraw said sign when, in its opinion, the said contract has been breached. The Union sign shall remain the property of the Union at all times.

ARTICLE 19. *LAUNDRY AND SUPPLIES*

(a) The Employer agrees to furnish and launder, without cost to the employee, any special wearing apparel that the employee may be required to wear, such as costs, aprons and smocks.

12 (b) The Employer further agrees to furnish and service such tools, without cost to the employee, as are necessary in the course of employment.

ARTICLE 20.

NO INDIVIDUAL CONTRACTS

The Employer agrees not to enter into any individual contract with any of his employees.

ARTICLE 21.

OFFICIAL VISITS

The Employer agrees that any time an officer, representative, or delegate from the Union bearing the proper credentials of the Union, shall have the right to visit the Employer's establishment and that they will be allowed to do so without hindrance or molestation. Such visits shall be for the purpose of ascertaining whether or not this Agreement is being complied with and for the adjustment of grievances.

ARTICLE 22.

NO REGULAR EMPLOYEE

In the event that the Employer's establishment shall be operated without any regular employees, it is agreed that the Employer, in an effort to cooperate with the Union's policy of meeting the unemployment problem in this industry, will employ at least one worker for a period of at least one (1) day per month.

ARTICLE 23.

LAY-OFF OR TRANSFER

In the event the Employer desires to lay off any employee, or transfer any employee to another store of the Employer or terminate any employee, the Employer shall communicate such desire in writing to the Union. The business agent of the Union assigned to the territory wherein the store involved is located shall confer with the Employer. H52
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If no agreement is reached after such a conference, the Employer may then send a letter, registered or certified mail, return receipt requested, to the Secretary-Treasurer of the Union detailing his reasons for such desire.

The matter shall then be referred to the next regular meeting of the Notice Board of the Union.

Prior to the Notice Board's meeting the Employer shall be informed by the Union of the time and place of the Notice Board meeting that will act upon his request. The Employer, at his option, may attend such meeting of the Notice Board only for the purpose of presenting his reasons for his request and to be questioned thereon.

The Notice Board shall, at an appropriate time, grant or deny such request. The Employer shall be notified in writing of the action of the Notice Board.

If the Notice Board denies the Employer's request or fails to act thereon for seven (7) working days after the Notice Board has considered the matter the Employer may, then, within fourteen (14) days after the said seven (7) day period or from the date of the mailing of such denial, request arbitration, as hereinafter provided. For guidance of the Arbitrator, no employee may be discharged except for just cause.

95 H45-46
If a request for the lay-off of any employee is granted and thereafter within five (5) months after such lay-off, the Employer requires additional employees for the store where the lay-off occurred, then and in that event, the employee so laid off shall be given preference in employment in conformity with their seniority. The Employees, so reemployed, shall not be deemed to have lost their continuity of employment.

ARTICLE 24.

ARBITRATION

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All complaints, disputes or grievances arising between the parties hereto relating to or in connection with or involving questions of interpretation or application of any clause of this Agreement, or any acts, conduct or relations between the parties, directly or indirectly, shall be taken up in the following manner:

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1. Between the Shop Steward and Union Representative and the Employer.

2. If a satisfactory solution is not thereby reached either party may submit the matter for arbitration to the New York State Board of Mediation, to be arbitrated pursuant to its rules then prevailing.

3. The decision of the Arbitrator shall be final and binding on all parties.

The administrative costs of arbitration, including the Arbitrator's fees and expenses, are to be shared equally by the Employer and the Union. All other costs of arbitration shall be borne by the party who incurred such cost. B/b

This Agreement shall confer no individual rights on any employee and may be enforced only by the Union on the one hand and the Employer on the other hand. Any agreement between the Union on the one hand and the Employer on the other hand shall be binding upon the employees involved.

ARTICLE 25.

LEAVE OF ABSENCE

- 1/2 (a) *Maternity Leave.*

Female employees with one (1) year or more of continuous service shall be allowed maternity leave, without pay, of up to seven (7) months, provided such employee returns to work within three (3) months after the date of delivery. Subsequent to the date of delivery, the employee shall be required to notify the Employer and the Union in writing, no later than the end of the second month following such delivery date, that she intends to return to her former employment. Upon such return to work, in accordance with the foregoing, such maternity leave shall not constitute a break in seniority.

At the time the female employee leaves her employment for the purpose of taking her maternity leave, she shall be paid by the Employer, in addition to her wages due, her accrued vacation pay, if any.

- 1/2 (b) *National Guard Service and Reserves.*

(1) Any full time employee who is a member of an organized reserve program or in the National Guard shall be eligible for a two weeks' leave of absence (subject to extension in exceptional cases) without pay, such leave to be in addition to the employee's regularly scheduled vacation period, in order that the employee may participate in the military training required by such organizations.

(2) Any employee who wishes to use his regular vacation period for military absence shall be paid in accordance with the regular vacation procedure.

(3) All notices for any Military Leave of Absence must be submitted in writing to the Employer.

(c) *Military Service.*

When a full time employee is called into service he shall be paid his normal vacation pay at the time of induction. Upon return he shall be entitled to vacation rights and rate of pay in accordance with the veteran's reemployment rights. Upon return the employee will be granted all general increases.

If a full time employee in the employ of the Employer for a period of twelve (12) months of continuous service, volunteers or is drafted into Military Service, he shall receive one (1) extra week's pay as severance pay upon leaving his place of employment.

-16/10 (d) *Union Officers.*

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3 Employees elected or appointed to full time Union office, shall be granted leave of absence without loss of seniority but without accumulating seniority during the period of the leave of absence.

(e) During a leave of absence, the Employer shall not be obligated to make any payments to the Welfare and Pension Funds on behalf of the employee on the leave of absence. The employee should visit the office of the Welfare and Pension Funds for the purpose of taking steps to safeguard his fringe benefits.

ARTICLE 26.

STRIKES AND LOCKOUTS

During the term of this Agreement, there shall be no lockouts or strikes except as herein otherwise provided.

9/17/5 In the event the Employer flagrantly disregards the terms, conditions and provisions of this Agreement, and persists in his refusal to comply therewith after notice from the Union, then and in that event, the Union shall have a right to declare a stoppage and the Union, its officers, representatives and/or agents shall not be liable for any damages that may result from such action. In the event of an unauthorized strike, the Union will endeavor to secure a return of the strikers to work to the end that the dispute may then be settled peaceably in accordance with the procedure set up herein. In such cases the Employer may impose disciplinary measures upon or discharge the employees involved, in accordance with and subject to the grievance and arbitration provision of this Agreement as to the facts of participation by the employee, incitation or instigation by the Employer, and whether discipline was fair, appropriate and justified under all of the circumstances; such measures shall be the sole recourse and exclusive remedy of the Employer in the event of a breach of this Agreement.

In no event shall the Union, its officers, representatives and/or agents be liable for any damages that may result from any alleged breach of this Agreement.

ARTICLE 27.

PACKAGING AND SELLING OF MEAT

It is agreed that all meats shall be cut, packaged and sold on the premises.

There shall be no cutting or packaging of meat for sale in any other store than for the Employer's store.

It is further agreed that only employees in the meat department shall handle, cut and package meat.

The following items may be brought into the store for sale only if they are scaled and priced by members of the Union:

Corned beef, veal patties, smoked tongues, smoked hams, breaded veal patties, pickled tongues, canned hams, smoked butts, smoked shoulders, eviscerated poultry.

The following items may be brought into the store for sale only if they are priced by members of the Union:

Cold cuts, bacon, frozen hamburgers.

ARTICLE 28.

COMPENSATION CLAUSE

Where an employee is employed on a full time basis and is hurt on the job he shall have the job available to him for six (6) months after the accident occurred if he was forced to leave his job. Where an employee is hurt on the job and he was employed for five (5) years or more, he shall have the job available to him for one (1) year after said accident occurred if he was forced to leave his job.

ARTICLE 29.

SICK LEAVE WITH PAY

(a) Any employee with at least six (6) months employment with the Employer shall be entitled to the following working days paid

sick leave during each twelve (12) month period of such employment:

Commencing October 1, 1973
through September 30, 1974.....Seven (7) days

Commencing October 1, 1974.....Eight (8) days

For purposes of this Article 29, the term "twelve (12) month period of such employment" shall mean:

(1) The contract year for any employee who on October 1, 1973 has been employed at least six (6) months by the Employer; and

(2) The employment year for all other employees, present or future.

(b) All such sick leave days shall be taken as needed during the employment year.

(c) Any absence due to sickness may, at the discretion of the Employer, require a doctor's certificate, except absence of less than three (3) consecutive days, inclusive of day off.

(d) Sick leave shall not be cumulative.

(e) At the end of each twelve (12) month period of employment, as referred to in subsection (a) of this Article 29, each employee shall be entitled to pay from the Employer, at the then current rate of pay, for the days of sick leave to which the employee is entitled and which is unused. Payment for such unused sick leave days shall be made on the payroll day immediately following the end of such twelve (12) month period of employment.

(f) Paid sick leave shall be paid to the employee by the Employer on the payroll day immediately following the taking of a sick leave by the employee or at the option of the employee, on the payroll day immediately following the employee's return to employment from a sick leave.

ARTICLE 30.

UNLOADING OF TRUCKS

If the Union claims that the unloading of a truck for the purpose of putting meat and other items from the truck into the icebox is an undue hardship for any employee, and if an agreement is not reached between the Employer and the Union with reference to the handling of this situation, then and in that event, the Union may treat this matter as a grievance to be settled pursuant to the grievance and arbitration procedure herein provided.

ARTICLE 31.
SCHEDULING OF HOURS

The Schedule of Days Off and Hours of Labor shall be posted on the Friday preceding the Monday of the following week.

ARTICLE 32.
UNION ACTIVITY

No Employee shall be required to cross any picket line.

In the event of any modification, amendment, or repeal of existing legislation which affects the rights of the Union and the employees in participating in labor disputes or Union activity, the Employer agrees that its employees and the Union shall be permitted to engage in such Union activity as hereinabove permitted and provided for in previous collective bargaining agreements with the Union.

ARTICLE 33.
SEPARABILITY

Each and every clause of this contract shall be deemed separable from each and every other clause of this contract to the end that in the event that any clause or clauses shall be in violation of any law, then and in such event, such clause or clauses only, to the extent only that any may be so in violation, shall be deemed of no force and effect and unenforceable without impairing the validity and enforceability of the rest of the contract including any and all provisions in the remainder of any clause, sentence or paragraph in which the offending language may appear.

ARTICLE 34.
NO ORAL OR IMPLIED AGREEMENT

This contract sets forth the entire understanding and agreement of the parties and may not be modified in any respect except by writing subscribed to by the parties. Nothing in this contract shall be construed as requiring either party hereto to do or refrain from doing anything not explicitly and expressly set forth in this contract; nor shall either party be deemed to have agreed or promised to do or refrain from doing anything unless this contract explicitly and expressly sets forth such agreement or promise.

Whenever used herein and required by the context, the singular member shall include the plural, the singular and the use of either gender shall include both genders.

ARTICLE 35.
PARTY IN INTEREST

It is mutually agreed that the Union is the real party in interest under the terms of this Agreement with respect to the proper enforcement of any of its provisions, and no individual member of the Union may take any action with reference to any subject matter covered by this Agreement without the consent of the Union. No member of the Union shall have the right to institute any legal proceedings in any court or before any administrative tribunal against an employer, on account of any matter directly or indirectly arising out of this Agreement or for the alleged breach thereof, without the written consent of the Union.

ARTICLE 36.
WAGE FREEZE

(a) The parties are aware that the aforementioned increases may not immediately be put into effect because of the Economic Stabilization Act of 1970, as amended, and the regulations issued thereunder by the various governmental agencies. The parties agree that the following 5.5% wage increases may, however, be put into effect commencing as of October 1, 1973, without approval from the Pay Board.

(1) Meat Department Heads shall receive a restricted wage increase of Thirteen (\$13.00) Dollars per week.

(2) Journeymen Butchers and Apprentices shall receive a restricted wage increase of Eleven (\$11.00) Dollars per week.

(3) Delicatessen Heads, Deli Clerks, Sea Food Clerks and Meat Wrappers shall receive a restricted wage increase of Eight Dollars and Fifty Cents (\$8.50) per week.

(4) Part-Time employees shall receive a restricted wage increase of Twenty-Five Cents (\$0.25) per hour.

(b) The parties shall cooperate in securing an approval from the appropriate governmental agency of the negotiated wage increases in excess of 5.5%. In the event the appropriate governmental agency approves a wage increase in excess of 5.5%, then and in that event, such approved wage increase shall be paid to the employees retroactive to October 1, 1973.

(c) In the event the "wage freeze" ceases to exist, then and in that event, the negotiated wage increases set forth in this Agreement shall be effective as for October 1, 1973.

It is the belief of the parties hereto that all of the foregoing benefits are consistent with the present wage guidelines of the Cost of Living Council and that all of the benefits and improvements hereinabove set forth therein shall be implemented immediately. The parties agree to cooperate in submitting such notice and material to the appropriate regulatory agencies as is required by current regulations. In the event, however, governmental restrictions should operate to deny the implementation of any provision of this Agreement, the parties shall immediately meet and confer regarding the subject matter of any of these provisions and shall use good faith efforts to agree on substitute provisions of equal value so as to provide the full benefit value of each such provision, subject to the approval of the Cost of Living Council, if required.

ARTICLE 37.

DURATION

This contract shall remain in force from the date of execution until September 30, 1975. The parties hereto agree to meet at least thirty (30) days prior to the expiration of this Agreement for the purpose of discussing the Agreement to be in effect after the expiration date.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

BUTCHERS, FOOD HANDLERS and
ALLIED WORKERS UNION OF GREATER
NEW YORK and NEW JERSEY,
LOCAL 174, chartered by the
AMALGAMATED MEAT CUTTERS and
BUTCHER WORKMEN OF NORTH AMERICA,
AFL-CIO

By
President or Secretary-Treasurer

.....
Name of Employer

By
Authorized Signature

Witnessed by:
WITNESSED BY:

.....
Business Agent

In consideration of the mutual covenants hereinabove set forth and in consideration of the Union arriving at an agreement with the Employer, the undersigned guarantees to the Union the payment of all monies referred to in the above collective bargaining agreement, including but not limited to, wages and payments to the Pension Fund and the Welfare Fund.

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SCHEDULE "A" - SCHEDULE OF WAGES

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2 1. The minimum basic hiring rates for Meat Department Heads shall be as follows:

Effective as of October 1, 1973.....\$241.00 per week

Effective as of October 1, 1974.....\$261.00 per week

2. The minimum basic hiring rates for Ice Box and Breakdown Men shall be as follows:

Effective as of October 1, 1973.....\$225.00 per week

Effective as of October 1, 1974.....\$245.00 per week

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1 3. The minimum basic hiring rates for Journeyman Butchers shall be as follows:

Effective as of October 1, 1973.....\$215.00 per week

Effective as of October 1, 1974.....\$235.00 per week

4. The wage rates for meat wrappers who have at least thirty (30) months experience in the industry, shall be as follows:

Effective as of October 1, 1973.....\$164.00 per week

Effective as of October 1, 1974.....\$178.00 per week

5. Any journeyman butcher who shall be employed by the Employer on a daily basis shall receive the following daily wage as hereafter set forth:

Effective as of October 1, 1973.....\$43.00 per day

Effective as of October 1, 1974.....\$47.00 per day

15 6. Any shop wherein five (5) or more employees are employed shall have at least one (1) employee assigned as an ice box or breakdown man. Any other employee who may be assigned to ice box work for four (4) hours per day or more shall receive a premium of Two (\$2.00) Dollars per day.

The following wage progression schedule shall apply to the classifications indicated and shall apply to all employees regardless of date of hire:

7. MEAT WRAPPERS

	Effective as of October 1, 1973	Effective as of October 1, 1974
Starting Rate	\$115.50	\$115.50
H13 After Six (6) months.....	123.50	129.50 after 6 mo.
1 Next Six (6) months.....	130.50	144.50 " " "
Next Six (6) months.....	137.50	151.50 " " "
Next Six (6) months.....	145.50	159.50 " " "
Next Six (6) months.....	164.00	178.00 " " "

8. APPRENTICES

G62 Starting Rate	\$136.50	\$136.50
After Six (6) months.....	148.50	156.50 after 6 mo.
1 Next Six (6) months.....	160.50	171.50 " " "
Next Six (6) months.....	172.50	192.50 " " "
Next Six (6) months.....	184.50	201.50 " " "
Next Six (6) months.....	215.00	235.00 " " "

9. No progression increase for the above classifications of meat wrappers and/or apprentices shall be less than the applicable amount set forth in the above schedules.

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